

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

WAUSAU UNDERWRITERS
INSURANCE CO.,

Plaintiff,

v.

CASE NO. 15-CV-12954
HON. GEORGE CARAM STEEH

RELIABLE
TRANSPORTATION
SPECIALISTS, INC.,
AMARILD USHE, and BURT
HOLT,

Defendants

and

RELIABLE
TRANSPORTATION
SPECIALISTS, INC. AND
AMARILD USHE,

Counter-Plaintiffs,

v.

WAUSAU UNDERWRITERS
INSURANCE CO.,

Counter-Defendant,

_____ /

OPINION AND ORDER DENYING WAUSAU UNDERWRITERS
INSURANCE COMPANY'S OBJECTIONS TO THE
MAGISTRATE JUDGE'S APRIL 27, 2018 OPINION
AND ORDER DENYING PLAINTIFF'S MOTION TO STRIKE (Doc. 147)

Now before the court is Wausau Underwriters Insurance Company's
("Plaintiff") objections to Magistrate Judge Elizabeth Stafford's April 27,

2018 opinion and order (the “order”) (Doc. 144) denying Plaintiff’s motion to strike. Federal Rule of Civil Procedure 72(a) provides that a district judge may modify or set aside any part of a magistrate judge’s order on a non-dispositive matter if it is “clearly erroneous or contrary to law.” Similarly, 28 U.S.C. § 636(b)(1) provides that a district court may reconsider any non-dispositive pretrial matter referred to the magistrate judge where the order is “clearly erroneous or contrary to law.” Legal conclusions are reviewed under the plenary “contrary to law” standard. *Sedwick Ins. v. F.A.B.E. Custom Downstream Sys., Inc.*, 47 F. Supp. 3d 536, 538 (E.D. Mich. 2014). Because Magistrate Judge Stafford’s order is not clearly erroneous or contrary to law, Plaintiff’s objections (Doc. 147) are DENIED and the opinion and order denying Plaintiff’s motion to strike (Doc. 144) is AFFIRMED.

IT IS SO ORDERED.

Dated: August 3, 2018

s/George Caram Steeh
GEORGE CARAM STEEH
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

Copies of this Order were served upon attorneys of record on August 3, 2018, by electronic and/or ordinary mail.

s/Marcia Beauchemin
Deputy Clerk